



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Lower San Joaquin River Feasibility Study Cost-Share Agreements to Assess 200-Year Flood Event Protection Requirements

**MEETING DATE:** May 6, 2009

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute Lower San Joaquin River Feasibility Study cost-share agreements to assess 200-year flood event protection requirements.

**BACKGROUND INFORMATION:** In November 2007, the Governor signed into law several flood control bills. As a result of these bills, major changes in flood protection requirements are expected over the coming years in the Sacramento-San Joaquin Valley. Senate Bill 5 (SB 5) provides the most significant requirements and changes to flood protection. SB 5 requires a plan to reach 200-year levels of flood protection for urban and urbanizing areas by 2012 and requires 200-year levels of flood protection to be in place by 2025.

State funding priorities for flood control projects require federal participation. The San Joaquin Area Flood Control Agency (SJAFCOA) and San Joaquin County have been meeting with the State Department of Water Resources and the U.S. Army Corps of Engineers (Corps) to discuss a feasibility study to develop a project that would provide flood protection for the urban areas of Stockton, Lathrop, Manteca, the Lodi wastewater treatment plant, and unincorporated areas of San Joaquin County. The study area includes the Lower San Joaquin River, from the southern end of San Joaquin County to the northern boundaries of the City of Stockton, up to and including the Lodi wastewater treatment plant adjacent to Interstate 5 near Thornton Road.


The cost for the Lower San Joaquin River Feasibility Study is estimated at \$8 million to \$10 million. Cost-shares will consist of 50 percent from the Corps, 25 percent from the State, and 25 percent from local agencies. Assuming a \$10 million study cost, the local share is \$2.5 million. Using a formula based upon levee miles, the Lodi share is \$17,731 that would be paid over a five-year period. The largest shares have been assigned to SJAFCOA (40 percent) and San Joaquin County (15 percent), with the remainder divided among a number of Reclamation Districts, Stockton, Lathrop, Manteca and Lodi.

On August 6, 2008, City Council adopted Resolution No. 2008-158 approving Lodi's cost-share of \$17,731, appropriating funds, and authorizing the City Manager to execute the cost-share agreements. However, several minor changes were made to the agreement, and staff is returning the final document to Council for approval. An example of these minor changes is to remove the State Central Valley Flood Protection Board as one of the Study Sponsors leaving the San Joaquin Flood Control Agency as the sole Study Sponsor. There are no changes to the intent or funding shares within the agreement.

**FISCAL IMPACT:** The study will cost \$3,546 per year for five years.

**FUNDING AVAILABLE:** \$17,731 was appropriated from the Wastewater Capital Fund (171) following the August 6, 2008 City Council meeting.

  
Jordan Ayers, Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

**APPROVED:**   
Blair King, City Manager

## COST-SHARE AGREEMENT

with

### SAN JOAQUIN AREA FLOOD CONTROL AGENCY

for the Local Cost-Share \$2.5 million

for the U.S. Army Corps of Engineers' Lower San Joaquin River Feasibility Study

This Cost-Share Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by, between and among the San Joaquin Area Flood Control Agency ("SJAFCA"), a joint powers agency (City of Stockton, San Joaquin County and the San Joaquin County Flood Control and Water Conservation District), and the following Reclamation Districts: Bishop Tract (RD 2042), Atlas Tract (RD 2126), Shima Tract (RD 2115), Lincoln Village West (RD 1608), Sargent Barnhart (RD 2074), Smith Tract (RD 1614), Weber Tract (RD 828), Boggs Tract (RD 404), Rough and Ready Island (RD 403/Port of Stockton), Mossdale (RD 17), and City of Lodi, a municipal corporation, and San Joaquin County Flood Control and Water Conservation District ("District"), a District formed pursuant to California Water Code. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. This Agreement shall be effective only when executed by all the parties.

On February 19, 2009 SJAFCA signed a Federal Cost Share Agreement (FCSA) with the U.S. Army Corps of Engineers to participate in the Lower San Joaquin River Feasibility Study (Study).

### RECITALS

WHEREAS, Our local urban and urbanizing areas are facing new FEMA floodplains and levee issues and future State-required 200-year levels of flood protection by 2025; and

WHEREAS, Future State and Federal funding for levee improvement projects will require involvement of the State and U.S. Army Corps of Engineers; and

WHEREAS, The total cost of the Study is estimated at \$10 million. The U.S. Army Corps of Engineers will pay 50% (\$5 million), the State 25% (\$2.5 million), and the local agencies 25% (\$2.5 million); and

WHEREAS, The participation by the local agencies in this Agreement demonstrates to both the State and U.S. Army Corps of Engineers that flood protection improvement projects and the provision of the highest level of protection are locally supported by all agencies participating in providing urban flood protection;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions in this Agreement, and the mutual benefits to be derived therefrom, the parties agree as follows:

1. MUTUAL COVENANTS.

- 1.1. Recitals Correct. The above recitals are true and correct.
- 1.2 Term. This Agreement shall remain in effect until terminated as provided in Section 1.3.
- 1.3 Termination. This Agreement shall be subject to termination as follows:
- 1.3a. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the parties. Parties may terminate this Agreement if one or more parties default on funding shares.
- 1.3b. Termination Upon Completion of Project. Except as to any rights or obligations which survive, this Agreement shall be terminated, and the parties shall have no further obligation to each other, upon completion of this Study.
- 1.3c. Term of Agreement. The term of this Agreement shall be co-extensive with the term of the FCSEA. Parties may terminate or suspend this Agreement with 60 days' written notice. Parties to this Agreement will be responsible for their share of the Study costs up to the time the Agreement is terminated or suspended. Upon termination of this Agreement, all data and information generated as part of the Study shall be made available to all parties.
- 1.4 Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO SJAFCA:

James B. Giottonini, Executive Director  
San Joaquin Area Flood Control Agency  
22 East Weber Avenue, Room 301  
Stockton, CA 95202-2317

TO DISTRICT:

Thomas R. Flinn, Public Works Director/  
Flood Control Engineer  
San Joaquin County Flood Control and Water Conservation District  
1810 E. Hazelton Avenue  
Stockton, CA 95205

TO CITY OF LODI:

Wally Sandelin, Public Works Director  
City of Lodi  
221 W. Pine Street  
Lodi, CA 95240

TO RD 2042 (BISHOP TRACT):

Reclamation District No. 2042 (Bishop Tract)  
C/O Al Warren Hoslett, Attorney  
311 E. Main Street, Suite 504  
Stockton, CA 95202

TO RD 2126 (ATLAS TRACT):

Marc Hardy, President, Board of Trustees  
C/O John W. Stovall, Attorney  
Reclamation District 2126  
P.O. Box 20  
Stockton, CA 95201-3020

TO RD 2115 (SHIMA TRACT):

John C. Kelley III, President, Board of Trustees  
C/O John W. Stovall, Attorney  
Reclamation District 2115  
P.O. Box 20  
Stockton, CA 95201-3020

TO RD 1608 (LINCOLN VILLAGE WEST):

Michael Panzer, President, Board of Trustees  
C/O Jean Knight, Secretary  
Reclamation District 1608  
P.O. Box 20  
Stockton, CA 95201-3020

TO RD 2074 (SARGENT BARNHART TRACT):

Nelson Bahler, President, Board of Trustees  
C/O Deedee Antypas  
Reclamation District 2074  
3244 Brookside Road, Suite 100  
Stockton, CA 95219

TO RD 1614 (SMITH TRACT):

William Dunning, President, Board of Trustees  
C/O John W. Stovall, Attorney  
Reclamation District 1614  
P.O. Box 20  
Stockton, CA 95201-3020

TO RD 828 (WEBER TRACT):

Bill Mendelson, President, Board of Trustees  
C/O Richard W. Johnson, Attorney  
Reclamation District 828  
221 Tuxedo Court, Suite F  
Stockton, CA 95204

TO RD 404 (BOGGS TRACT):

Gary E. Gentry, President and Trustee  
C/O Dante John Nomellini, Jr., Attorney  
Reclamation District 404  
P.O. Box 1461  
Stockton, CA 95201

TO RD 403 (ROUGH AND READY ISLAND):

Gary E. Gentry  
Reclamation District 403  
Port of Stockton  
2201 W. Washington Street  
Stockton, CA 95203

TO RD 17 (MOSSDALE):

Everett E. Conway, Secretary  
Reclamation District 17  
1812 Burnside Way  
Stockton, CA 95207

Any party changing its address must give notice of such change to the other parties in the manner provided in this Section 1.4. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

- 1.5. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
  - 1.6. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.
  - 1.7. Federal Cost Share Agreement. A copy of the FCSA will be provided to all parties to this Agreement. If the FCSA changes due to revisions to the Project Management Plan, then the parties hereto agree to renegotiate those provisions of this Agreement that are affected by any changes in the FCSA.
  - 1.8. Signator's Warranty. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.
2. LOCAL STUDY COST AND DURATION. The cost-share and time period for this effort and all parties to this Agreement are indicated on Attachment 1. Any changes in the cost-share or conditions in Attachment 1 or default in funding participation will require an amendment to be signed by all parties in this Agreement. The local \$2.5 million cost-share funding will be implemented through SJAFCA to support work-in-kind efforts needed to accomplish tasks described in the U.S. Army Corps of Engineers' Project Management Plan.
  3. FCSA STUDY SPONSOR. SJAFCA has agreed to perform the functions of the Study Sponsor as stated in the FCSA. Future study sponsors in the FCSA include the State Central Valley Flood Protection Board and the District.
  4. STUDY ACTIVITIES. Participation by SJAFCA in the Study is limited to the activities described in the Project Management Plan, an attachment to the FCSA. SJAFCA shall manage the local \$2.5 million work-in-kind effort and hire consultants to provide work product as outlined in the Project Management Plan.

5. LOCAL COST-SHARING.

- 5.1 Final Accounting. SJAFCA shall prepare and submit to the parties to this Agreement a final accounting of the expenses and revenues of the Study at or prior to termination of the FCSA. At such time, any cash surplus remaining from the cash contributions provided for this Study shall be credited and returned to the parties to this Agreement in proportion to their respective cash contributions. It is understood in making such final accounting that any cash payments to the consultant support shall be deemed to have been made first from the principal of the cash contributions, and then from the earned interest, only if the principal has been exhausted. Any earned interest remaining at the time of the final accounting shall be credited and returned to the parties of this Agreement pro-rated according to the time the respective cash contributions were on deposit.

6. RECORDS AND REPORTS.

- 6.1. SJAFCA shall coordinate with the parties of this Agreement in the maintenance of adequate records of the expenses and revenues of the Study, and such records shall be available for inspection and audit by the designated representatives of this Agreement within 14 days of any such records being compiled, and shall maintain such records available for inspection and audit by the parties hereto for a period of three years after final payment under this Agreement.
- 6.2. SJAFCA shall furnish parties to this Agreement with copies of any financial or progress reports received from the U.S. Army Corps of Engineers and study sponsors within 14 days of receipt of such reports.
- 6.3. SJAFCA shall provide a yearly financial and study progress report to all parties to this Agreement within 30 days of the end of each fiscal year or end of the first year of Study, whichever is greater. SJAFCA shall be available to provide updates to individual parties or parties to this Agreement at the convenience of all.
- 6.4. Upon completion of the Study, SJAFCA shall furnish all parties to this Agreement two copies of the U.S. Army Corps of Engineers' Feasibility Report within 30 days of receipt of such by SJAFCA.

7. COVENANTS OF DISTRICT.

7.1, Payments. Reclamation Districts, City of Lodi, and District shall, within thirty (30) days of notice of executed Study, submit 1/5 of their cost-share as indicated on Attachment 1. SJAFCA shall request from parties to this agreement at the beginning of each fiscal year a 1/5 share of the costs of the Study. SJAFCA shall manage Study costs on a yearly basis and after the end of each fiscal year submit an accounting of the costs to each of the parties of this Agreement. If costs exceed per year the estimated 1/5 share then SJAFCA may carry those costs to the following year if it is a hardship on parties to contribute above the 1/5 share. The parties may submit their full cost-share at the execution of the Study to SJAFCA.

8. PLANNING COORDINATION. SJAFCA shall keep all parties to this Agreement apprised of the various plans proposed for the Study and coordinate with all parties to this Agreement during the Study.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

SJAFCA:

DISTRICT:

\_\_\_\_\_  
JAMES B. GIOTTONINI  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
THOMAS R. FLINN  
PUBLIC WORKS DIRECTOR/  
FLOOD CONTROL ENGINEER

CITY OF LODI:

RECLAMATION DISTRICT 2042:

\_\_\_\_\_  
BLAIR KING  
CITY MANAGER

\_\_\_\_\_  
MARC HARDY, CHAIRMAN  
BOARD OF TRUSTEES





COST-SHARE AGREEMENT WITH SAN JOAQUIN AREA FLOOD CONTROL AGENCY  
*for the Local Cost-Share \$2.5 million for the U.S. Army Corps of Engineers'*  
*Lower San Joaquin River Feasibility Study*

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RECLAMATION DISTRICT 2126:

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MARC HARDY, PRESIDENT  
BOARD OF TRUSTEES

RECLAMATION DISTRICT 2115:

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JOHN C. KELLEY, III, PRESIDENT  
BOARD OF TRUSTEES

RECLAMATION DISTRICT 1608:

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MICHAEL PANZER, PRESIDENT  
BOARD OF TRUSTEES

RECLAMATION DISTRICT 2074:

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NELSON BAHLER, PRESIDENT  
BOARD OF TRUSTEES

RECLAMATION DISTRICT 1614:

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WILLIAM DUNNING, PRESIDENT  
BOARD OF TRUSTEES

RECLAMATION DISTRICT 828:

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BILL MENDELSON, PRESIDENT  
BOARD OF TRUSTEES

RECLAMATION DISTRICT 404

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GARY E. GENTRY, PRESIDENT  
BOARD OF TRUSTEES

RECLAMATION DISTRICT 403  
(PORT OF STOCKTON)

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GARY E. GENTRY  
PORT OF STOCKTON

COST-SHARE AGREEMENT WITH SAN JOAQUIN AREA FLOOD CONTROL AGENCY  
*for the Local Cost-Share \$2.5 million for the U.S. Army Corps of Engineers'*  
*Lower San Joaquin River Feasibility Study*

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RECLAMATION DISTRICT 17

\_\_\_\_\_  
EVERETT E. CONWAY, SECRETARY  
BOARD OF TRUSTEES

APPROVED AS TO FORM:

\_\_\_\_\_  
GUY PETZOLD  
DEPUTY CITY ATTORNEY

## Lower San Joaquin River Feasibility Local Cost Share Estimate

This study area and study benefit area will include urban and urbanizing areas required to meet State mandated 200-year level flood protection.

Urbanizing areas will include the areas in the General Plan for the Cities of Stockton, Lathrop and Manteca

Local share \$2.5 million Cost-share will be spread over 5 years

Estimate of total levee miles for urban and urbanizing areas for study benefit areas 141

Study cost per levee mile = \$17,731

### Levee Miles

	Miles	%
All RD levees	59	42%
SJAFCA	81	57%
City of Lodi	1	1%
total	141	100%

### RD Levees

	Miles	cost
RD 2042 Bishop Tract	8	\$141,848
RD 2126 Atlas Tract	3	\$53,793
RD 2115 Shima Tract	6.8	\$120,570
RD 1608 Smith Tract	3.2	\$56,739
RD 2074 Sargent Barnhardt	3	\$53,193
RD 1614 Smith Tract	2.8	\$49,647
RD 828 Weber Tract	1.2	\$21,277
RD 404 Boggs Tract	5.2	\$92,201
RD 403 Rough and Ready Islan	6.5	\$115,251
RD 17 Mossdale	19.4	\$343,981
	59.1	\$1,047,900

### City of Lodi

	Miles	Cost
Lodi	1	\$17,731
Total non SJAFCA		\$1,065,631

**SJAFCA/County Share \$1,499,973**

Area of SJAFCA 38,336 acres

Area of County outside of SJAFCA within 100year floodplain (without levees) that would be protected by future improvements = 14,221 acres

SJAFCA/County cost-share determined by area protected

		cost	
Area of SJAFCA =38,336 acres	73%	\$1,047,089	
Area of County = 14,221 acres	27%	\$387,280	
total		\$1,434,369	
<b>Summary</b>			
	Miles	cost	Cost/year (over 5 years)
RD 2042 Bishop Tract	8	\$141,848	\$28,370
RD 2126 Atlas Tract	3	\$53,193	\$10,639
RD 2115 Shima Tract	6.8	\$120,570	\$24,114
RD 1608 Smith Tract	3.2	\$56,739	\$11,348
RD 2074 Sargent Barnhardt	3	\$53,193	\$10,639
RD 1614 Smith Tract	2.8	\$49,647	\$9,929
RD 828 Weber Tract	1.2	\$21,277	\$4,255
RD 404 Boggs Tract	5.2	\$92,201	\$18,440
RD 403 Rough and Ready Islan	6.5	\$115,251	\$23,050
RD 17 Mossdale	19.4	\$343,981	\$68,796
Lodi	1	\$17,731	\$3,546
SJAFCA	73% of 81 miles	\$1,047,089	\$209,417
County	27% of 81 miles	\$387,280	\$77,456
<b>TOTAL</b>		\$2,500,000	
	local per year funding		\$499,999

RESOLUTION NO. 2009-52

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING CITY MANAGER TO EXECUTE LOWER  
SAN JOAQUIN RIVER FEASIBILITY STUDY COST-  
SHARE AGREEMENTS TO ASSESS 200-YEAR FLOOD  
EVENT PROTECTION REQUIREMENTS

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WHEREAS, bills signed by the Governor in November 2007 will require major changes in flood protection in the Sacramento-San Joaquin Valley; and

WHEREAS, Senate Bill 5 requires a plan to reach 200-year levels of flood protection for urban and urbanizing areas by 2012 and requires 200-year levels of flood protection to be in place by 2025; and

WHEREAS, the San Joaquin Area Flood Control Agency (SJAFCA) and San Joaquin County have been meeting with the State Department of Water Resources and the U.S. Army Corps of Engineers (Corps) to discuss a feasibility study to develop a project that would provide flood protection for the urban areas of Stockton, Lathrop, Manteca, the Lodi wastewater treatment plant, and unincorporated areas of San Joaquin County. The study area includes the Lower San Joaquin River, from the southern end of San Joaquin County to the northern boundaries of the city of Stockton, up to and including the Lodi wastewater treatment plant adjacent to Interstate 5 near Thornton Road; and

WHEREAS, on August 6, 2008, City Council adopted Resolution No. 2008-158 approving Lodi's cost-share of \$17,731, appropriating funds, and authorizing the City Manager to execute the cost-share agreements. However, changes were made to the draft cost-share agreement, and staff is returning the final document to Council for approval. There were minor changes to the agreement wording to the extent it was felt that Council re-approval of the agreement was appropriate. There are no changes to the intent or funding shares within the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the cost-share agreements to assess 200-year flood event protection requirements.

Dated: May 6, 2009

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I hereby certify that Resolution No. 2009-52 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 6, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, Mounce, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk